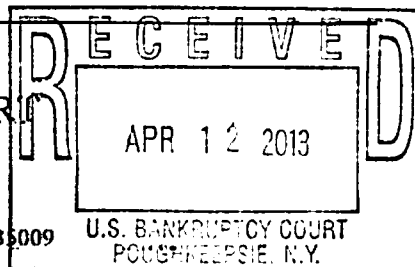


B27 (Official Form 27) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Michael Zimmerman  
DebtorCase No. 13-35009  
Chapter 7U.S. BANKRUPTCY COURT  
POUGHKEEPSIE, N.Y.

## REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: CAPITAL ONE, N.A. - YAMAHA
2. Amount of the debt subject to this reaffirmation agreement:  
\$ 11,148.65 on the date of bankruptcy \$ 2,450.00 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: % prior to bankruptcy  
0 % under reaffirmation agreement ( Fixed Rate Adjustable Rate )
4. Repayment terms (if fixed rate): \$ 197.00 per month for 48 months
5. Collateral, if any, securing the debt: Current market value: \$ 13330.00  
Description: 2011 YAMAHA XVT950C/SAB/C JYAVP27B1BA013119
6. Does the creditor assert that the debt is nondischargeable? Yes ☒ No ☐  
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J EntriesDebtor's Income and Expensesas Stated on Reaffirmation Agreement

- |   |                              |   |                              |
|---|------------------------------|---|------------------------------|
| 7A. Total monthly income from Schedule I, line 16                       | \$ <u>4377<sup>25</sup></u>  | 7B. Monthly income from all sources after payroll deductions  | \$ <u>4377<sup>25</sup></u>  |
| 8A. Total monthly expenses from Schedule J, line 18                     | \$ <u>7280<sup>00</sup></u>  | 8B. Monthly expenses  | \$ <u>7280<sup>00</sup></u>  |
| 9A. Total monthly payments on reaffirmed debts not listed on Schedule J | ( <u>2902<sup>25</sup></u> ) | 9B. Total monthly payments on reaffirmed debts not included in monthly expenses   | \$ _____                     |
|   |                              | 10B. Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.) | ( <u>2902<sup>25</sup></u> ) |

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Page 2

11. Explain with specificity any difference between the income amounts (7A and 7B):  
.....

12. Explain with specificity any difference between the expense amounts (8A and 8B):  
.....

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if  
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only  
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: I SAVE MORE THAN THE MONTHLY PAYMENTS ON GASOLINE  
STAYING WITH I USE THE MOTORCYCLE.

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

X Yes

\_\_\_\_ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

Yes

X No

**FILER'S CERTIFICATION**

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Signature

Jennifer Pursley  
Print/Type Name & Signer's Relation to Case

13240A (Form R240A) (04/10)

Check one.

☒ Presumption of Undue Hardship☐ No Presumption of Undue HardshipSee Debtor's Statement in Support of Reaffirmation,  
Part II below, to determine which box to check.

## UNITED STATES BANKRUPTCY COURT

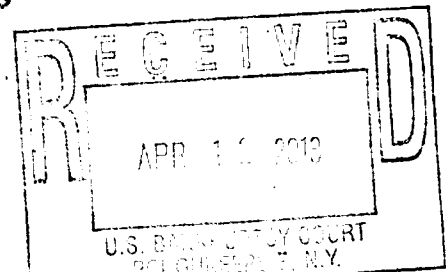
Southern District of New York

In re Michael Zimmerman  
Debtor

Case No. 13-35009

Chapter 7

## REAFFIRMATION DOCUMENTS

Name of Creditor: CAPITAL ONE, N.A. - YAMAHA☐ Check this box if Creditor is a Credit Union

## PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Secured revolving account*For example, auto loan*B. AMOUNT REAFFIRMED: \$ 9450.00

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 1/31/13, which is the date of the Disclosure Statement portion of this form (Part V).

*See the definition of "Amount Reaffirmed" in Part V, Section C below.*C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 0 %.*See definition of "Annual Percentage Rate" in Part V, Section C below.*This is a (check one) ☒ Fixed rate☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

## D. Reaffirmation Agreement Repayment Terms (check and complete one):

☒ \$ 197.00 per month for 48 months starting on 4/20/13.☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

## E. Describe the collateral, if any, securing the debt:

Description: 2011 YAMAHA XV19CSAB/C JYAVP27H1BA013119  
Current Market Value \$ 13330.00

## F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

9450.00

☒ Yes. What was the purchase price for the collateral? \$ 9450.00☐ No. What was the amount of the original loan? \$

## G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$ 11,148.65	\$ 9450.00
Annual Percentage Rate	%	0 %
Monthly Payment	\$	\$ 197.00

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

## PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

## A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes ☐ No

## B. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

H240A, Reaffirmation Documents

Page 3

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions  
(take-home pay plus any other income)

\$ 4377<sup>75</sup>

b. Monthly expenses (including all reaffirmed debts except  
this one)

\$ 7250<sup>00</sup>  
(\$ 2902<sup>25</sup>)

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ 197.00

d. Amount of monthly payment required for this reaffirmed debt

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☒ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

I SAVE MORE ON CASHOUT THAN THE REQUIRED  
\$ 197.00 MONTHLY PAYMENTS

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

B240A, Reaffirmation Documents

Page 4

**PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES**

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 2/11/2013 Signature [Signature]  
Debtor

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Joint Debtor, if any

**Reaffirmation Agreement Terms Accepted by Creditor:**

Creditor CAPITAL ONE, N.A. - YAMAHA 170 Bass & Associates, P.C., 1936 E. Ft. Lowell St 200, Tucson, AZ, 85712  
Print Name Address

Jennifer Purisley [Signature] 4/8/13  
Print Name of Representative Signature Date

**PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)***To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date \_\_\_\_\_ Signature of Debtor's Attorney \_\_\_\_\_  
Print Name of Debtor's Attorney \_\_\_\_\_

**PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)**

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

**A. DISCLOSURE STATEMENT**

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

**6. When will this Reaffirmation Agreement be effective?****a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and**

**i. if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

**ii. if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

**b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement**, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

**B. INSTRUCTIONS**

- 1. Review these Disclosures and carefully consider your decision to reaffirm.** If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- 2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above).** Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement**, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).**
- 5. If you are not represented by an attorney**, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

### C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

HSBC Bank Nevada, N.A.

Pg 10 of 15

Application Type: A married person may apply for individual credit, you are applying for:

- ☐ INDIVIDUAL CREDIT, complete only applicant section.  
☐ JOINT CREDIT, with another person, complete entire application.

# Yamaha Motor Corporation, USA Card Program

APPLICANT (Please Print)

Applicant's Driver's License Number 758 Driver's License State NY State of Issue NY Date of Issue 11/28/05 Expiration Date 11/28/13

First Name Michael Middle Initial  Last Name Zimmermann Social Security Number 4293 Date of Birth (MM/DD/YYYY) 1/67

Address Equestrian Dr Wallkill NY 12589 Apt. #  City NY State NY Zip Code 12589 Home Phone 9828

Date of Residence (MM/YYYY) 08/2004 Monthly Housing Payment \$1,200.00 Housing Status: ☒ Own ☐ Rent ☐ Other ☐ Check if you have a: ☒ Checking Account ☒ Savings Account E-Mail Address

Annual Income\* (Gross) \$100,000.00 Employment Status ☒ Full-time ☐ Part-time ☐ Self-employed Other DCH of 2000/05/20/07 Employer Name  Date of Employment (MM/YYYY)  Work Phone 888

For WI Residents Only: Check box if you are married: ☐ \*Note: Alimony, child support, spousal income or other income need not be disclosed if you do not wish to have it considered as a basis for paying this obligation.

## JOINT APPLICANT or if you are a MARRIED WISCONSIN RESIDENT

Joint Applicant's Driver's License Number  Driver's License State  State of Issue  Date of Issue  Expiration Date  E-mail Address

First Name  Middle Initial  Last Name  Social Security Number  Date of Birth (MM/DD/YYYY)

Address  Apt. #  City  State  Zip Code  Home Phone

Date of Residence (MM/YYYY)  Annual Income\* (Gross)  Employer Name  Date of Employment (MM/YYYY)  Work Phone

## PROTECT YOUR ACCOUNT WITH the YP<sup>SM</sup> Yamaha Payment Protection Program (referred to below as YP<sup>SM</sup>) AN OPTIONAL MONTHLY DEBT CANCELLATION PROGRAM.

If you enroll in our optional YP<sup>SM</sup> program, your monthly credit card balance or a portion of your balance may be cancelled in the case of a qualifying Total Disability, Involuntary Unemployment, or Loss of Life event. For Total Disability, the maximum balance that may be cancelled is \$300 per month, up to \$10,000 and, for Involuntary Unemployment, up to \$300 per month for six months. For Loss of Life, the maximum balance that can be cancelled is \$10,000. To receive a cancellation for Involuntary Unemployment or Total Disability, you must be employed full-time (but not self-employed, working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date the event occurs. YP<sup>SM</sup> is not insurance and is unavailable in Mississippi, Guam, the Virgin Islands, Puerto Rico and Canada.

YES, please enroll me, the primary cardholder, in the optional YP<sup>SM</sup> monthly debt cancellation program. I authorize the monthly charge to my account when I have a balance. I have received and read the YP<sup>SM</sup> Summary. I understand that your evaluation of my credit card application will not be influenced by whether I choose to enroll, and I am free to cancel at any time.

NO, I do not wish to enroll at this time.

SIGN HERE TO ENROLL  
DC-11-15

DATE

SIGN HERE TO DECLINE

DATE

61 06/01/05

## APPLICANT(S) SIGNATURE REQUIRED BELOW

All of the information furnished on this application is, to the best of your knowledge, complete and accurate. You agree that you are furnishing all such information on this application to both the dealers ("Yamaha Motor Corporation, USA") and to HSBC Bank Nevada, N.A. ("we", "us"), the issuer of the Yamaha credit card. You agree that we may furnish this and other information about you (even if your application is denied) to Yamaha in connection with this application. You agree that we may obtain a credit bureau report on you and may check any of the information provided on this application from whatever source we choose. By completing and signing this application, you are applying for a credit limit in the highest amount we deem appropriate, regardless of any initial sale amount, and you are requesting a Card issued to you by us which will allow you to make purchases under this Account. By a) signing, using or permitting others to use this Card; b) signing or permitting others to sign sales slips; c) making or permitting others to make purchases by telephone, Internet, or any other means, you agree to the terms and conditions of the Cardholder Agreement and Disclosure Statement, (which includes an arbitration provision) which shall be sent to you with the credit card and to the Tiered APR Disclosures, which you acknowledge receiving and which are incorporated herein by reference. You have read and received a copy of your Important Terms and Tiered APR Disclosure before making any purchase under this Account. Terms are attached. If this is a joint credit application, you understand that each applicant has the right to use the Account and that you shall be liable for all purchases made under the Account by any joint applicant. You grant us a purchase money security interest in the goods purchased on your Account and in all insurance contracts and proceeds, returned premiums, mechanical failure and extended service contracts, and refunds of charges for mechanical failure and extended service contracts financed therewith. You understand that we may provide information relating to our transactions and experiences with you to others, including Yamaha, whether or not you are approved for credit. You may prohibit the sharing of such information by calling us at 1-800-365-3804.

Applicant's Signature [Signature] Date (MM/DD/YYYY) 4/30/11 STORE USE ONLY: Applicant's Second ID  (Type and Number)  Expires

Joint Applicant's Signature  Date (MM/DD/YYYY)  Joint Applicant's Second ID  (Type and Number)  Expires

6022-YAMAHA-US-29 (10-10)

Authorization Number

Name of Person Obtaining Verification and #

## TIER VERIFICATION

This section must be completed when the applicant is approved

YOU ACKNOWLEDGE YOU HAVE RECEIVED AND READ

THE TIER (1) 2 3 4 (circle one)

STANDARD APR DISCLOSURE.

17,000

Applicant's Signature [Signature]

Date (MM/DD/YYYY) 4/30/11

ACCOUNT #:

3646

IMPORTANT CUSTOMER DISCLOSURE INFORMATION ATTACHED - PLEASE DETACH AND RETAIN FOR YOUR RECORDS.

JYAVP27E1BA013119

**HSBC Copy**

ACCOUNT #

1 7 6 4 0

ORG # 1 7 6

MICHAEL ZIMMERMAN

(Cardholder's Name)

Merchant/Store # 0 0 2 2 2 3 3 4 4

Assoc.#

Merchant/Store #

Credit Plan (required for all sales)

6 0 0 3 6

Promotion Code

K H

JIM MORONEY'S, INC

(Merchant's/Dealer's Name)

Promotional Credit Plans are available only for transactions on which the total amount financed is less than 130% of the MSRP for the unit. For a Promotional Sale ONLY. Complete TERM & TYPE:

Promotional Period:

Your promotion will expire in 36 months (from the date of possession).

MAY 05 2011

Special Payments\*

Special Payment Percent 1.42%

as long as payments are received by payment due date

Promotion Type:

A reduced rate of 3.99% APR will be applied to your purchase during the Promotional Period, if your Account is kept current. Each month, you are required to pay the amount indicated in the Special Payments section listed above. PAYING ONLY THIS AMOUNT WILL NOT PAY OFF THE PURCHASE DURING THIS PERIOD. Fees are due when incurred. Beginning after the promotion expiration date, the rate attributable to the promotional item(s) will increase to an APR of Prime + 11.74% and Minimum Payments are required

For details of all Promotional Credit Plans or components thereof, please refer to your Cardholder Agreement and Disclosure Statement.

I acknowledge receipt of a completed copy of this Sales Slip and the purchase of the goods and/or services described herein and promise to pay the Unpaid Balance plus any Interest Charges and fees due in accordance with the terms of the Cardholder Agreement and Disclosure Statement, incorporated by reference. I understand that I am hereby granting HSBC Bank Nevada, N.A. a purchase money security interest in the goods purchased therewith, and in all insurance contracts and proceeds, returned premiums, mechanical failure and extended service contracts, and refunds of charges for mechanical failure and extended service contracts financed therewith until the Unpaid Balance of my Account on such goods and/or services is paid in full, whichever comes first, unless otherwise prohibited by law.

X

(CARDHOLDER'S SIGNATURE)

DESCRIPTION	SALE PRICE
PRODUCT LINE 1 1 1 0	\$16,293.42
MODEL NO X V 1 9 C S A L	
VIN/VEHICLE SERIAL NO J Y A V P 2 7 E 1 B A 0 1 3 1 1 9	
<input type="checkbox"/> ALREADY ELECTRONICALLY FUNDED	
DATE OF SALE 04/30/2011	SUB TOTAL \$16,293.42
AUTHORIZATION CODE 6 3 9 9 8	SALES TAX \$1,308.73
INVOICE NUMBER	CASH PRICE \$17,602.15
MERCHANT'S AUTHORIZED REPRESENTATIVE KEVIN KANE	CASH DOWN PAYMENT \$603.00
	UNPAID BALANCE (AMOUNT FINANCED) \$16,999.15

SALES SLIP NO. 1869277

YDS Sales Slip 00/09

Once completed, mail to: HSBC Card Services - Yamaha Dealer Support  
P.O. Box 4172  
Carol Stream, IL 60197-4172  
Attention YDS

**BILL OF SALE**

This **BILL OF SALE** (the "**Bill of Sale**") dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Nevada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation and HSBC Receivables Funding Inc. II, a Delaware corporation (each, a "**Transferring Entity**"), in favor of Capital One, National Association, a national banking association ("**CONA**"), and Capital One Bank (USA), National Association, a national banking association ("**COBNA**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation ("**Purchaser**");

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the "**Agreement**");

WHEREAS, pursuant to Section 2.1(a) of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity's right, title and interest in, to and under the Acquired Assets that are tangible personal property (the "**Applicable Acquired Assets**");

WHEREAS, pursuant to Section 10.2 of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to Sections 1.2(c) and 1.3(b) of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entities to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annex A hereto, all of such Transferring Entity's right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

**THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:**

a. From time to time each Transferring Entity and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors or assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Sale as contemplated in this Bill of Sale and the Agreement.

b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shall be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.

c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.


d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.10 and 10.13.

(Signatures Appear on the Following Page)

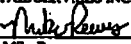
IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

(signature pages have been distributed separately)

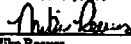
HSBC FINANCE CORPORATION

By:   
Name: Gregory T. Zeeman  
Title: Executive Vice President and  
Chief Operating Officer, USA

## HSBC RETAIL SERVICES INC.

By:   
Name: Mike Reeves  
Title: Executive Vice President, Chief Financial  
Officer and Treasurer

## HSBC BANK NEVADA, N.A.

By:   
Name: Mike Reeves  
Title: Executive Vice President, Chief Financial  
Officer and Treasurer

(Signature Page to Bill of Sale)

(Signature Page to Bill of Sale)

031

HSC

03:41:01 p.m. 25-04-2012

13/23

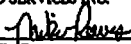
031

HSC

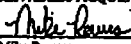
03:41:04 p.m. 25-04-2012

13/23

## HSBC CARD SERVICES INC.

By:   
Name: Mike Reeves  
Title: Executive Vice President, Chief Financial  
Officer and Treasurer

## HSBC RECEIVABLES ACQUISITION COMPANY 1

By:   
Name: Mike Reeves  
Title: Executive Vice President, Chief Financial  
Officer and Treasurer

(Signature Page to Bill of Sale)

(Signature Page to Bill of Sale)

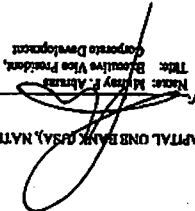
(Signature Page to Bill of Sale)

2. All of the Applicable Acquired Assets other than (i) the Transferred Intellectual Property and (ii) the Applicable Assets that are transferred to CONA pursuant to paragraph (1) above are hereby transferred to CONA.
- less the pro rata portion of annual or other fees:
- x. The Other Specified Assets that are: (1) loans without recourse, (2) certain credit balances, (3) other miscellaneous receivables and (4) unutilized and accrued interest
  - ix. Rights to provide the Enhancement Services and the right to provide enhancement services currently offered by the Sellers in connection with the CRS Business through third parties or Affiliates of Sellers that are not Selling Entities; and
  - viii. Any security deposits related to Acquired Assets (if any);
  - vii. All BIRs and ICAs used for the CRS Accounts;
  - vi. The Books and Records and Cashier List;
  - v. The pro rata portion of any fees paid in connection with the CRS Business for any period after the Effective Time;
  - iv. Fees from Borrowers under the CRS Accounts for any period after the Effective Time; and
  - iii. All loans associated with CRS Accounts (other than the Excluded Accounts);
  - ii. All CRS Account Agreements, pending applications for CRS Accounts and outstanding solicitations for CRS Accounts;
  - i. All CRS Accounts and all Cross Receivables and Accrued Interest and Fees related to the CRS Accounts, and all Charged Off Accounts and the right to any recoveries or collections with respect thereto;

**Acquired Assets**

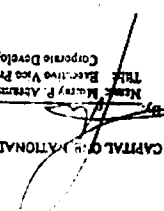
1. The following Applicable Acquired Assets are hereby assigned to CONA but only to the extent such Applicable Acquired Assets relate to the products set forth on Schedule A hereto (provided that any such Applicable Acquired Asset that is not fully assignable between CONA and CONA based on the products set forth on Schedule A shall not be assigned to CONA and is instead hereby assigned to CONA in accordance with paragraph (2) below):

**Schedule A**  
**Allocations**

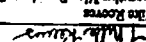
By:   
Name: Mary F. Abrams  
Title: Executive Vice President,  
Corporate Development

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

(Signature Page to Bill of Sale)

By:   
Name: Mary F. Abrams  
Title: Executive Vice President,  
Corporate Development

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

By:   
Name: Mary F. Abrams  
Title: Executive Vice President,  
Corporate Development

HSBC RECEIVABLES FUNDING INC. II

Schedule A

**Products**

1. American DreamCard
2. Cash Rewards
3. Client 5221
4. DAMARK (containing the Damark Visa logo but not the Damark Internet<sup>l</sup> - Inactive logo)
5. Direct Merchants Bank Discover Network Card
6. Direct Reward Platinum Discover Network Card (Organic & Secondary)
7. Direct Rewards Platinum MasterCard
8. DMB
9. Household Bank
10. Household Bank - unsecured
11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
12. Household Bank Refund Rewards Buying Card
13. Household Bank Secured
14. Household Bank Visa
15. HSBC
16. HSBC American Express
17. HSBC Discover Network Card
18. HSBC Platinum MasterCard
19. HSBC Platinum Visa
20. Metris Co
21. Orchard Bank Standard Secured
22. Orchard Bank Unsecured
23. Platinum MasterCard - Unbranded
24. Platinum Visa - Unbranded
25. Premier World MasterCard
26. Red Hat Society